

**IN THE UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF MISSISSIPPI  
JACKSON DIVISION**

**UNITED STATES OF AMERICA**

**v.**

**CRIMINAL NO.**

**THE COUNTRY CLUB OF JACKSON,  
MISSISSIPPI**

**DEFERRED PROSECUTION AGREEMENT**

Defendant The Country Club of Jackson (hereinafter "The Country Club"), pursuant to authority granted by its Board of Governors, the United States Department of Justice and the United States Attorney's Office for the Southern District of Mississippi (hereinafter collectively "the United States"), enter into this Deferred Prosecution Agreement (hereinafter "the Agreement").

1. The Country Club accepts and acknowledges that the United States will file a criminal complaint and an affidavit in support of the criminal complaint in the United States District Court for the Southern District of Mississippi charging The Country Club with:
  - a. hiring and continuing to employ illegal aliens knowing such aliens were unauthorized aliens with respect to such employment, in violation of 8 U.S.C. §1324a(a)(2); and
  - b. willfully, knowingly and with intent to deceive the Social Security Administration as to the identity of another person, furnishing or causing to be furnished false information to the Commissioner of Social Security with respect to information

required by the Commissioner of Social Security in connection with the establishment and maintenance of the records, in violation of 42 U.S.C. §408(a)(6).

2. The Country Club accepts and acknowledges responsibility for its behavior as set forth in the Statement of Facts attached hereto and incorporated by reference herein as Exhibit A (hereinafter "Statement of Facts"). The Country Club agrees the information set forth in the Statement of Facts is true and, as more fully addressed in paragraph 6 of this Agreement, The Country Club agrees not to contradict such information. The Country Club does not endorse, ratify, or condone improper conduct and, as set forth below, will take steps to prevent such conduct from occurring in the future.
3. As a result of The Country Club's conduct, as set forth in the Statement of Facts, the criminal complaint and the affidavit in support of the criminal complaint filed pursuant to this Agreement, The Country Club offers and agrees to settle and does settle any and all civil and criminal claims assessable by the United States based upon The Country Club's actions described in the Statement of Facts, the criminal complaint, and the affidavit in support of the criminal complaint filed pursuant to this Agreement, for the sum of \$214,500.00.
4. While United States Department of Homeland Security, Immigration and Customs Enforcement (hereinafter "ICE") policy regrettably prohibits entities like The Country Club who have been charged with violating immigration laws from joining the ICE Mutual Agreement between Government and Employers (hereinafter "IMAGE") Program, The Country Club nonetheless agrees to adhere to the Best Practices of the

IMAGE program, which will require first that The Country Club submit to an I-9 Form audit by ICE and verify the Social Security numbers of its existing workforce, utilizing the Social Security Number Verification System. Then, pursuant to the Best Practices of the IMAGE program and additional requirements as stated below, The Country Club agrees to:

- a. Use the Basic Pilot Employment Verification Program for all hiring;
- b. Establish within 90 days of the execution of this Agreement and produce for inspection to ICE an internal training program (to be updated semi-annually) to instruct employees on how to: properly and legally complete I-9 Forms (Employee Eligibility Verification Forms); detect fraudulent use of documents in the I-9 Form process; and use the Basic Pilot Employment Verification Program;
- c. Require the I-9 Form and Basic Pilot Program process be conducted only by individuals who have received training pursuant to subparagraph (b), and simultaneously establish a supervisory review process to ensure that employees trained pursuant to subparagraph (b) comply with this training in completing I-9 Forms, detecting fraudulent documents, and using the Basic Pilot Program;
- d. Beginning 180 days after execution of this Agreement and continuing every 180 days thereafter, arrange for I-9 Form audits by an external auditing firm or an employee trained pursuant to subparagraph (b) and not otherwise involved in the I-9 Form and Basic Pilot Program process, to be completed within 14 days after arranging for such audits, and deliver a signed copy of such audits, under penalties of perjury, to ICE within 30 days of the completion of such audits;

- e. Establish within 30 days of the execution of this Agreement a self-reporting procedure for reporting to ICE, within 24 hours, the discovery or allegations of violations of immigration laws or regulations, provided that the United States will not seek to criminally prosecute The Country Club for any acts or conduct disclosed by The Country Club to ICE pursuant to this Agreement if The Country Club voluntarily, truthfully, completely and timely discloses all information and knowledge that The Country Club has with regard to such discoveries or allegations of violations of immigration laws or regulations.
- f. Establish within 30 days of the execution of this Agreement a protocol for responding timely to no-match letters received from the Social Security Administration;
- g. Establish and publish to all employees and members within 30 days of the execution of this Agreement a Confidential Tip Line for employees or members of The Country Club to report activity relating to the employment of unauthorized aliens, and a protocol for responding to employee or member tips;
- h. Designate within 10 days of the execution of this Agreement a compliance officer to ensure that employment practices are in accordance with the Best Practices of the IMAGE program guidelines and this Agreement;
- i. Establish and maintain safeguards against use of the verification process for unlawful discrimination;
- j. Require contractors employed by The Country Club to submit a sworn affidavit, signed under penalty of perjury, attesting to whether the contractor uses or does

not use ICE's Basic Pilot Employment Verification Program in verifying the employment eligibility of its workers and whether or not the contractor has received a letter from the Social Security Administration ("SSA") informing such contractor that the social security numbers and names submitted on Form W-2s for their current employees did not agree with the records of SSA, and inform contractors that The Country Club is required to deliver a copy of such affidavit to ICE within 3 days of the execution of the contract;

- k. Deliver to ICE within 3 days of the execution of a contract the sworn affidavit required to be submitted to The Country Club pursuant to subparagraph j;
  - l. Beginning 180 days after execution of this Agreement and continuing every 180 days thereafter, submit a report to ICE to track results and assess the effect of adherence to the Best Practices of the IMAGE program, with such reports including but not being limited to reporting the number of employees removed and denied employment as a result of adherence to the Best Practices of the IMAGE program, identifying major organizational changes of The Country Club, and updating The Country Club's official point of contact.
5. The Country Club further agrees, beginning 180 days after the execution of this Agreement, to conduct, at no cost to the public, at least one public workshop quarterly, to be held at different locations throughout the State of Mississippi, based upon The Country Club's internal training program established pursuant to subparagraph (b) of paragraph 4, to train employers on how to: properly and legally complete I-9 Forms; detect and deter fraudulent use of documents in the I-9 Form process; use the Basic Pilot

Employment Verification Program; and adhere to the Best Practices of the IMAGE program. The Country Club shall publicize such workshops by placing notice in a newspaper of general circulation in the vicinity where that particular workshop will take place and in a newspaper of state-wide circulation.

6. The Country Club agrees that it will not, through its present or future retained attorneys, board of governors, agents, officers, employees, or any other representative (including non-retained attorneys) make or adopt any public statement, including statements or positions in litigation in which any United States department or agency is a party, contradicting any information set forth in the Statement of Facts, the criminal complaint or the affidavit in support of the criminal complaint filed pursuant to this Agreement. Any such contradictory public statement by The Country Club, its present or future retained attorneys, board of governors, agents, officers, employees, or any other representative (including non-retained attorneys) shall constitute a breach of this Agreement pursuant to paragraph 7 of this Agreement, and The Country Club thereafter would be subject to prosecution pursuant to the terms of this Agreement. The decision whether The Country Club has breached this Agreement based upon any public statement by any person described in this paragraph contradicting any information contained in the Statement of Facts, the criminal complaint or the affidavit in support of the criminal complaint filed pursuant to this Agreement shall be in the sole discretion of the United States Attorney's Office for the Southern District of Mississippi. Upon the reaching of a determination by the United States Attorney's Office for the Southern District of Mississippi that such a contradictory statement has been made by The Country Club, the

United States shall so notify The Country Club and The Country Club may avoid a breach of this Agreement by publicly and explicitly repudiating such statement within 48 hours after notification by the United States.

7. Should the United States determine that The Country Club has committed a breach of any provision of this Agreement, the United States shall provide written notice to The Country Club of the alleged breach and provide The Country Club with 14 days in which to demonstrate that no breach has occurred, or, to the extent applicable, that the breach is not a willful and knowing material breach or has been cured. The parties hereto expressly understand and agree that should The Country Club fail to demonstrate within 14 days that no breach has occurred or that such breach was not a willful or knowing material breach or has been cured, The Country Club shall be prosecuted for such breach pursuant to the terms of this Agreement and at the sole discretion of the United States Attorney's Office for the Southern District of Mississippi.
8. In consideration of The Country Club's offer to (i) acknowledge responsibility for its behavior, (ii) continue its cooperation with the United States and other governmental regulatory agencies, (iii) demonstrate its future good conduct and full compliance with the immigration laws and regulations, and (iv) settle any and all civil and criminal assessments against it for the sum of \$214,500.00 pursuant to Paragraph 3, the United States shall recommend to the Court that prosecution of The Country Club on the criminal complaint filed pursuant to Paragraph 1 be deferred for a period of 24 months. The Country Club shall consent to a motion to be filed by the United States with the Court promptly upon execution of this Agreement, pursuant to 18 U.S.C. § 3161(h)(2), in

which the United States will present this Agreement to the Court and move for a continuance of all future criminal proceedings, including trial, for a period of 24 months, for speedy trial exclusion of all time covered by such a continuance, and for approval by the Court of this deferred prosecution. The Country Club further agrees to waive and does hereby expressly waive any and all rights to a speedy trial pursuant to the Sixth Amendment of the United States Constitution, Title 18, United States Code, Section 3161, Federal Rule of Criminal Procedure 48(b), and any applicable Local Rules of the United States District Court for the Southern District of Mississippi for the period that this Agreement is in effect.

9. The Country Club and the United States understand that the Agreement to defer prosecution of The Country Club must be approved by the Court, in accordance with 18 U.S.C. § 3161(h)(2). Should the Court decline to approve this Agreement for any reason, both the United States and The Country Club are released from any obligation imposed upon them by this Agreement, and this Agreement shall be null and void.
10. The United States agrees that if The Country Club is in full compliance with all of its obligations under this Agreement, the United States, within thirty (30) days of the expiration of 24 months from the date of this Agreement, will seek dismissal with prejudice of the criminal complaint filed against The Country Club pursuant to Paragraph 1. Upon such dismissal, this Agreement shall expire. The expiration of this Agreement does not relieve The Country Club of the responsibility of complying with all applicable laws and regulations. Forty-five (45) days before the expiration of the 24-month period specified above, The Country Club shall submit to the United States a written

certification that it is in compliance with this Agreement.

11. The Country Club agrees that it shall provide to the United States and ICE, upon request, any document, electronic data, or other object in The Country Club's possession, custody, and/or control concerning immigration issues, issues contained within the Statement of Facts, and/or any matter charged in any and all paragraphs of the criminal complaint, or the affidavit in support of the criminal complaint filed pursuant to this Agreement.
12. The Country Club agrees not to assert, in relation to any request of the United States, a claim of privilege (such as attorney-client privilege) or immunity from disclosure (such as work product) as to any documents or information requested by the United States related to the conduct described in the Statement of Facts, the criminal complaint, or the affidavit in support of the criminal complaint filed pursuant to this Agreement. In making any production to the United States of the foregoing documents or information, The Country Club neither expressly nor implicitly waives its right to assert any privilege or immunity from disclosure with respect to the produced documents or information (or any subject-matter covered by such documents, information, or testimony) as to anyone not a party to this Agreement.
13. It is further understood that should the United States, in its sole discretion, determine that The Country Club has given deliberately false, incomplete, or misleading information under this Agreement, has committed any federal crimes subsequent to the date of this Agreement, or has committed a breach of any provision of this Agreement, this Deferred Prosecution Agreement shall become null and void and The Country Club shall, in the

United States's sole discretion, thereafter be subject to prosecution for all applicable federal criminal violations. Any such prosecutions may be premised on information provided by or on behalf of The Country Club. Moreover, with respect to any prosecutions relating to the immigrations violations that are not time-barred by the applicable statute of limitations on the date of this Agreement, The Country Club agrees that the applicable statute of limitation period for any such prosecutions shall be tolled for a period of time equal to the term of this Agreement, so that such prosecutions may be commenced against The Country Club in accordance with this Agreement, notwithstanding the expiration of the statute of limitations between the date of the signing of this Agreement and the date of the expiration of this Agreement. The Country Club's tolling of the statute of limitations is knowing and voluntary and in express reliance on the advice of retained counsel.

14. It is further agreed that in the event that the United States, in its sole discretion, determines that The Country Club has committed a breach of any provision of this Agreement: (a) The Country Club will not contest the admissibility into evidence or contradict the contents of the Statement of Facts, the criminal complaint, and the affidavit in support of the criminal complaint filed pursuant to this Agreement; (b) all statements made by or on behalf of The Country Club, or any testimony given by The Country Club or its present or future retained attorneys, board of governors, agents, officers, employees, or any other representative (including non-retained attorneys) before a grand jury or elsewhere, and any leads derived from such statements and testimony, shall be admissible in evidence in any and all criminal proceedings brought by the United States

against The Country Club; and (c) The Country Club shall not assert any claim under the United States Constitution, Rule 410 of the Federal Rules of Evidence, or any other rule, that statements made by or on behalf of The Country Club prior to or subsequent to this Agreement, or any leads therefrom, should be suppressed.


15. It is understood that this Agreement is binding on The Country Club and the United States, but specifically does not bind any other federal agencies, or any state or local law enforcement or regulatory authorities, although the United States will bring the cooperation of The Country Club and its compliance with its obligations under this Agreement to the attention of federal, state and local law enforcement, regulatory and judicial authorities, if requested by The Country Club or its attorneys.
16. The Country Club and the United States agree that, upon filing of the criminal complaint and the affidavit in support of the criminal complaint in accordance with Paragraph 1, this Agreement, the Statement of Facts and any exhibits thereto shall be filed unsealed in the United States District Court for the Southern District of Mississippi. The United States will thereafter publicly announce the filing of such documents.
17. The Country Club hereby warrants and represents that the Board of Governors of The Country Club has duly authorized by unanimous resolution the execution and delivery of this Agreement by The Country Club, and that the person signing the Agreement has authority to bind The Country Club. Furthermore, the Board of Governors of The Country Club hereby expressly acknowledges that: (1) we have read this entire Deferred Prosecution Agreement and all attachments hereto, and the other documents filed in the United States District Court for the Southern District of Mississippi in conjunction with

this Agreement, including the criminal complaint and affidavit; (2) we have had an opportunity to discuss this Agreement fully and freely with The Country Club's retained attorneys; (3) we understand each and every one of the terms of this Agreement; (4) we are fully satisfied with the advice and representation provided by The Country Club's retained attorneys; and (5) we have voluntarily and unanimously approved the execution of this Agreement by The Country Club.

18. This Agreement may not be modified except in writing signed by all the parties.
19. This Agreement sets forth all the terms of the Deferred Prosecution Agreement between The Country Club and the United States. No promises, agreements, or conditions have been entered into other than those expressly set forth in this Agreement, and none shall be entered into and/or be binding upon The Country Club or the United States unless expressly set forth in writing, signed by the United States, The Country Club's retained attorneys, and a duly authorized representative of The Country Club and physically attached to this Agreement. This Agreement supersedes any prior promises, agreements, or conditions between The Country Club and the United States.

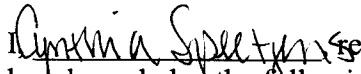
**END OF DEFERRED PROSECUTION AGREEMENT**

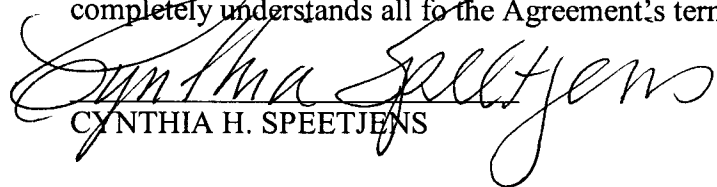
**ON BEHALF OF THE COUNTRY CLUB OF JACKSON**

  
BILL RUSH MOSBY III  
President, The Country Club of Jackson

1/31/08  
DATE

**COUNSEL FOR THE COUNTRY CLUB OF JACKSON**

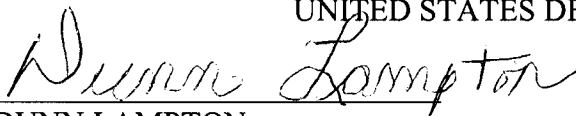
  
I, ~~Cynthia H. Speetjens~~, retained counsel for The Country Club of Jackson, hereby expressly acknowledge the following: (1) that I have discussed this Agreement with my client; (2) that I have fully explained each of its terms to my client; (3) that I have fully answered each and every question put to me by my client regarding the Agreement; and (4) I believe my client completely understands all for the Agreement's terms.

  
CYNTHIA H. SPEETJENS


1-31-08  
DATE

**ON BEHALF OF THE GOVERNMENT**

**UNITED STATES DEPARTMENT OF JUSTICE**

  
DUNN LAMPTON  
United States Attorney  
Southern District of Mississippi

2-6-08  
DATE

  
D. MICHAEL HURST, JR.  
Assistant United States Attorney  
United States Attorney's Office  
Southern District of Mississippi

2-6-08  
DATE